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5 *Attorney for Non-Party Akamai Technologies, Inc.*

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8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA  
10 OAKLAND DIVISION  
11

12 LAURI VALJAKKA,

13 Plaintiff,

14 v.

15 NETFLIX, INC.,

16 Defendant.

Case No. 4:22-cv-01490-JST

**DECLARATION OF BRIAN EVANS ON  
BEHALF OF NON-PARTY AKAMAI  
TECHNOLOGIES, INC. IN SUPPORT OF  
DEFENDANT'S ADMINISTRATIVE  
MOTION TO CONSIDER WHETHER  
ANOTHER PARTY'S MATERIAL  
SHOULD BE SEALED**

Hon. Jon. S. Tigar

1 I, Brian Evans, hereby declare as follows:

2 1. I am Vice President and Assistant General Counsel at Akamai Technologies, Inc.  
3 (“Akamai”). The facts stated in this declaration are based upon my personal knowledge. If called  
4 as a witness, I could and would testify to the facts stated in this declaration.

5 2. Pursuant to Civil L.R. 79-5 and the Court’s Standing Order Re Civil Cases, I  
6 submit this declaration in support of Defendant Netflix’s Administrative Motion to Consider  
7 Whether Another Party’s Material Should Be Sealed (“Motion to Seal”) (Dkt. No. 126).  
8 Specifically, I submit this declaration on behalf of non-party Akamai as the “Designating Party”  
9 under Civil L.R. 79-5 in support of sealing the document filed as Exhibit C to the Motion to Seal  
10 (Dkt. No. 126-05).

11 3. I understand that Exhibit C to the Motion to Seal is the December 22, 2021,  
12 Confidential Final Settlement Agreement and Release between Akamai and Plaintiff Lauri  
13 Valjakka (“Agreement”).

14 4. Defendant’s request to seal the Agreement is narrowly tailored to maintain the  
15 confidentiality of third-party Akamai’s information and protect sensitive information contained in  
16 the Agreement.

17 5. The Agreement includes terms that are related to Akamai’s confidential business  
18 and legal operations that are not publicly known. Disclosure of this information would cause  
19 injury as the information could be used by competitors or litigants to gain an advantage against  
20 Akamai in future litigations or in the marketplace. Maintaining the confidentiality of this  
21 information is important to ensure that others cannot use this sensitive information to their  
22 advantage against Akamai.

23 6. The Agreement includes commercially sensitive information about the scope and  
24 terms of the license agreement between Valjakka and Akamai, including the terms of the parties’  
25 settlement of prior litigation between the parties (*Lauri Valjakka v. Akamai Technologies, Inc.*,  
26 Case No. 6:21-cv-00942-ADA). This information includes confidential information relating to  
27 Akamai’s preferred licensing and contractual terms, which competitors or other litigants could use  
28 to their advantage against Akamai in future licensing discussions or litigations. The Agreement

1 also reflects terms negotiated between the parties, disclosure of which would provide an advantage  
2 to Akamai's competitors or other litigants in any future licensing discussion or litigation with  
3 Akamai. A less restrictive alternative is not sufficient, given that the Agreement as a whole,  
4 including every term and all contents of the Agreement, constitutes Akamai's confidential  
5 information. Under the Agreement, the existence of the Agreement itself is confidential between  
6 the parties to the Agreement.

7 I declare under penalty of perjury under the laws of the United States of America that the  
8 foregoing is true and correct to the best of my knowledge. Executed this 7<sup>th</sup> day of September,  
9 2023, in San Francisco, California.

10 By:  \_\_\_\_\_

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